

MARLBORO COUNTRY NIGHTS DANCE SHOWDOWN '96
CLUB AGREEMENT/CONTRACT

The following letter of agreement, when signed by both parties, shall constitute the full and complete agreement between _____

"The club" and Country Club Enterprizes, Inc. "CCE" as the producers of the Marlboro Country Nights Dance Showdown '96. It is understood and agreed as follows that:

The Marlboro Country Nights Dance Showdown '96 is a national dance promotion which will take place locally at the club between August and December with specific dates to be determined by CCE and the club at the club location.

The duration of the event at each club will consist of two weeks of pre-competition promotion, two weeks of preliminary competitions, and 1 week of finals for a total of five weeks.

A local Marlboro representative employed by CCE will be on hand to oversee all aspects of the set up and promotion throughout the five week campaign. This Event Coordinator "EC" will be available to handle all questions or problems in regard to content of the promotion.

CCE in cooperation with Susan Charney Associates (SCA) *may* provide a major label country recording artist to act as emcee for the clubs final competition. A format for the finals will include a "track" performance of two to four songs by the hosting artist. The artist will be paid a performance fee by Susan Charney Associates. His or her expenses will be covered in that fee.

It is the desire of Marlboro and CCE that this promotion will enhance the clubs visibility and profitability in the surrounding area as well as promote country dancing to the general public.

1. The club agrees to hold a weekly competition on the same night of the week (Thursday, Friday or Saturday) for three weeks during the dates prescribed. After two weeks of preliminaries, club finals will be held in the third week.
2. The club agrees to allow and assist the EC and Marlboro staff in the dressing of the club with promotional materials as listed in item 13 throughout the five week campaign.
3. The club agrees to cooperate with designated employees of Marlboro and "CCE" namely the Event Coordinator "EC" in the distribution of all promotional and contest material.
4. The club agrees to facilitate the EC in the performance of his or her job duties as they pertain to the contest within the club as outlined in the "Official Contest Guidebook".
5. The club agrees to provide secure facilities as necessary for storage of all promotional material at the discretion of the EC.
6. The club agrees to adhere to instructions and directives within the "Official Contest Guidebook" in regard to signage, displays and contest format.

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7. The club will ensure that staff (bartenders, bar backs, waiters, and waitresses) will wear either a Marlboro t-shirt and / or cap on the nights of the Marlboro events. If a club requires its employees to conform to a dress code that is in conflict with the requirements of the event, the normal dress code shall be waived.
8. The club will submit to CCE any and all advertising copy relating to the Marlboro Country Nights Dance Showdown '96 prior to publication.
9. List below any local sub-sponsors that the club might possibly tie in to this promotion. All sub-sponsors must be approved in advance by CCE.

10. List any advertising commitments that might conflict with the Marlboro Country Nights Dance Showdown '96 (i.e., other tobacco company signs, special events near target promotion dates, etc.):

11. List below all permanent advertising currently displayed in the club that might conflict with the contest. The club agrees that during the promotional run no other tobacco signage will be displayed during this promotion:

12. CCE, in collaboration with Phoenix Marketing, Inc., shall have the exclusive right to distribute promotional materials to smokers 21 years of age and older. This should not be construed to require distribution in a manner which violates local governmental or club regulations.
13. The club will allow Phoenix Marketing reps and the EC to perform the following services each day of competition:

- * Place banners, posters, counter cards, and table stands throughout the club.
- * Distribute bar materials:
 - Bar Organizers
 - Napkins
 - Cups
 - Stirrers
 - Matches
 - Ashtrays
- * Ensure that all Marlboro matches and ashtrays are placed on bars and tables throughout five week local campaign (or while supplies last)
- * Hang Marlboro signage on stage where possible and in other mutually agreeable locations throughout the club

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14. *If necessary*, the club agrees to provide for the artist "track" date (appearance at clubs final competition):
 - * A follow spot and operator
 - * A cordless microphone system
 - * A secure, lighted autograph area
 - * Security personnel
15. The club agrees to provide one table in a high volume area for Phoenix Marketing, CCE, and Marlboro staff for distribution of promotional items and name generation / survey cards.
16. The club agrees to provide a private room to be used for tabulation of scores and artist privacy.
17. The club agrees to host no other tobacco sponsored program 60 days prior to or 30 days subsequent to the Marlboro Country Nights Dance Showdown '96 promotion.
18. The club agrees to maintain adequate comprehensive general liability insurance during the program.
19. The Marlboro Country Dance Showdown will take place according to the following schedule:

One night per week: _____ (Thursday, Friday, or Saturday)

Dates: 1st week preliminary _____

2nd week preliminary _____

Club finals _____

Time allocated: approximately 30 to 45 minutes each night of preliminaries and one hour for club finals with artist track act.
20. Free admission is encouraged, however, the club may impose a cover charge on the evenings the contest is held, but the charge must be limited to \$5.00 per person. Marlboro staff, contestants, artists, or other persons directly involved with the production of The Marlboro Country Nights Dance Showdown '96 shall not be charged a cover charge during the contest run or setup.
21. It is understood that your club, the local EC, and CCE will cooperate on all aspects of the program.
22. CCE retains the right to cancel the promotion at your club at any time without cause. In the event of cancellation or postponement, CCE will duly advise your club immediately.
23. All sound, light, and production costs are the responsibility of the club.
24. The club agrees to provide a "holding area" for the dancers near the dance floor.
25. The club agrees to provide security personnel as needed to escort contestants or track artists.

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Please indicate your acceptance to this letter agreement by signing below the words "Agreed and Accepted" at the bottom of this letter.

Very truly yours,

COUNTRY CLUB ENTERPRISES, INC.

By: _____

AGREED AND ACCEPTED:

_____ (The Club)

By: _____ (OWNER/MANAGER)

Date: _____

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